



RFQ No. W912DW-05-Q-0140

**US Army Corps
of Engineers®**
Seattle District

Project: ENHANCED LEARNING NETWORK (ELN)

**Location: SEATTLE DISTRICT
SEATTLE, WASHINGTON**

**SERVICE
AND STATEMENT OF WORK**

**CLOSING DATE: 7 SEPTEMBER 2005
CLOSING TIME: 9:00 AM PACIFIC DAYLIGHT TIME**

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755 or send via e-mail to Susan.M.Valenzuela@usace.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5221-2658		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0140	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541519 SIZE STANDARD:\$21.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 33

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS:

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: ENHANCED LEARNING NETWORK (ELN) INSTALLATION
 CONFIGURATION, TESTING AND IMPLEMENTATION
 SEATTLE DISTRICT, SEATTLE, WASHINGTON

Request for Quote No. W912DW-05-Q-0140

CLOSING DATE AND TIME: 7 SEPTEMBER 2005, 9:00 A.M. PACIFIC DAYLIGHT TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is Susan.M.Valenzuela@usace.army.mil

4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).

5. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at www.ccr.gov

6. **ELECTRONIC FUNDS TRANSFER (EFT):** Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
7. Award shall be made to the responsive and responsible offer with the technically low acceptable offer in accordance with the evaluation criteria listed below.

Evaluation and award procedures – Sufficient material must be included in the quotation package to allow the Government to evaluate the technical quote. If sufficient material for any of the factors listed and/or material submitted

does not meet the minimum requirements specified in the RFQ the quote would be determined unacceptable. Those offerors not meeting the requirement of any of the factors shall be determined to be non-acceptable and receive no further consideration. Technical quote shall be evaluated on an acceptable and not acceptable basis only. Award will be made to the lowest priced technically acceptable quote. However, if after initial evaluation of the quotes, if all proposals are determined to be not acceptable, at the Contracting Officer's discretion, all firms may be contacted for written or oral discussions. As a result of discussions, offerors may be required to make revisions to their initial quotes.

Price Quote – Price is considered equally important to the Technical Evaluation Factors. For those quotes which have been deemed technically acceptable, price will become the deciding factor upon which award will be made. Accordingly, award will be made to the offeror whose quote is determined to be technically acceptable and at the lowest price. Price is considered independently from technical factors. Price will be reviewed for completeness, reasonableness and realism. The review of price will also aid in the determination of the offer's understanding of the work and the offeror's ability to perform this contract.

Quotes will be evaluated on the basis of two criteria: Technical and Price

A. Technical Evaluation Criteria:

Contractor must have a minimum of three (3) years experience to be considered eligible for award. Offerors shall demonstrate their ability to meet all of the requirements in the SOW by providing their resume with the following information:

(1) Provide 3 years experience including Organization Experience/Capability with similar programs. Describe your demonstrated knowledge, experience and understanding of the requirement(s) as defined in the SOW.

(2) Provide 1 year specialized experience working with iLearning tool.

(3) Past Performance/References: Describe three past projects your firm has completed which are similar in scope to the SOW. Include points of contacts and their phone numbers with titles. The Offeror must complete the "Offeror's Submission Recent/Relevant Past Performance Information" for each reference provided. Any unsatisfactory/negative responses will cause the offer to be considered unacceptable and not considered for award.

8. The contractor is **required** to provide the following information with your quote:

Federal Taxpayer's ID Number:_____

DUNS Number:_____

CCR Cage Code Number_____

This requires registration in CCR, web site for registration is www.ccr.gov

Remit to Address:

Company Name:_____

Address:_____

City/State/Zip:_____

Phone & Fax Numbers:_____

E-Mail Address:_____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil> at the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>1</p> <p>Lump Sum</p> <p>ENHANCED LEARNING NETWORK CONTRACT</p> <p>FFP</p> <p>PROFESSIONAL, NON-PERSONAL SERVICE: Provide all labor, equipment, materials and supplies necessary to complete the work as stated in the Statement of Work, dated 9 August 2005 for the installation, configuration, testing and implementation of the Enhanced Learning Network (ELN) for the Seattle District, Seattle, WA. as hereby incorporated herein.</p> <p>(Refer to Line Items 0001 through 0025 in the Bid Schedule)</p> <p>PURCHASE REQUEST NUMBER: W68MD9-5221-2658</p>				
NET AMT					<hr/>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	<p>Option Year 1</p> <p>FFP</p> <p>(Refer to Line Items 0026 through 0033 in the Bid Schedule)</p>				
NET AMT					<hr/>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	<p>Option Year 2</p> <p>FFP</p> <p>(Refer to Line Items 0034 through 0042 in the Bid Schedule)</p>				
NET AMT					<hr/>

FOB: Destination

BID SCHEDULE**BID SCHEDULE**

Base Item

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0001	Participate in a one-day Kick-off Meeting at Corps Headquarters. Document results. Location: US Army Corps of Engineers, 441 G Street NW, Washington DC 20314 (3 rd floor General Accounting Office Bldg)	1	EA	\$_____	\$_____
0002	Conduct a Systems Assessment for setting up the Enhanced Learning Network per requirements established in SOW paragraph 3, identifying optimum ways to achieve the installation, configuration and the required interfaces and migrations.	1	EA	\$_____	\$_____
0003	Develop Detailed Work Plan including systems assessment results for installation and configuration of iLearning; scheduling and sequencing of all SOW tasks. Base on an estimated 1000 concurrent users at any one time.	1	EA	\$_____	\$_____
0004	Install iLearning software at the Corps of Engineers ITL in Vicksburg, Mississippi, setting up a staging/content server and a production system. iLearning software and all hardware will be provided by the Government.	1	EA	\$_____	\$_____
0005	Prepare interim server to serve as a compatible staging/content server configured to facilitate ease of transfer of any content developed to the ELN server environment at ITL. For the interim server, no interfaces to Corps systems are required.	1	EA	\$_____	\$_____
0006	Provide interim content development server capability for a period of three months while the Corps hardware is being acquired. After such time, work with ITL personnel in moving the content to the Corps production system at ITL.	3	MO	\$_____	\$_____
0007	Configure ELN per the requirements in the SOW, paragraph 3, establishing standards and rules of operation, and content as described in paragraphs 4 and detailed in the work plan. The ELN will retain the look and feel of the existing Learning Network. The ELN configuration will provide for single sign-on capability and for role-based training. It will be configured in a hierarchy of training allowing the option for regions and local offices to tailor training materials to meet specific needs.	1	EA	\$_____	\$_____
0008	Develop content templates for the curriculum content types on the ELN as described in paragraph 4. All templates will be developed according to guidelines and standards identified during configuration and must be SCORM and ADA compliant.	10	EA	\$_____	\$_____
0009	Execute and document a Proof of Concept , including both system regression and load testing and use by a pilot user population within the Corps. Proof of Concept will use the Corps of Engineers' project management automated information system training course materials for the Civil Works Budget (2101). Pilot will simulate the simultaneous use of the system by 200 Corps employees. Load testing will involve a security assessment software program (Exacta) provided by the Corps of Engineers.	1	EA	\$_____	\$_____
0010	Provide Communication and Mentoring technical advice to the Corps	12	MO	\$_____	\$_____

	of Engineers in best practices for introducing the organization to iLearning, aligning training to building organizational competencies, initiating its successful use; and managing and administering the ELN.				
0011	Provide Online Registration and Payment on the ELN. This will require mapping and establishing interfaces with the Corps financial management system (CEFMS) and personnel systems for import and export of training data(including the Oracle-based Modern Defense Personnel Data System (MODERN) and the Corps' Automated Training Management Program (ATMP).	1	EA	\$_____	\$_____
0012	Establish links within the ELN to other Corps learning resources, including the PMBP Portal; the P2 user guide, Nine Systems training resources, and nonCorps resources, including Army e-learning, and other e-Gov initiatives web-sites.	1	EA	\$_____	\$_____
0013	Migrate content from the Virtual Campus (VC) and the existing Learning Network (LN) to the ELN. VC content includes 8 online courses in PowerPoint and multimedia format and a catalog of PROSPECT classroom course offerings. LN content includes: numerous URL links, a variety of WORD and PowerPoint documents, the PMBP Curriculum files (videos, graphics, text files) and the Training Aids for Dam Safety materials (video and text files) – all contained in the Workforce Connections database - an open source software tool used for the existing LN.	1	EA	\$_____	\$_____
0014	Train 40 personnel in two sessions in the use and administration of the ELN	2	EA	\$_____	\$_____
0015	Develop tutorial iLearning online course on basics of administering the ELN and place it on the ELN.	1	EA	\$_____	\$_____
0016	Develop tutorial iLearning online course for adding and editing content to the ELN and place it on the ELN.	1	EA	\$_____	\$_____
0017	Provide Help Support during the hand-off of the ELN to the Corps for its management and administration. Respond to calls during normal work hours by those personnel trained in the use and administration of the ELN. Retain records of the calls received and provide them to the Government representative on a monthly basis.	6	MO	\$_____	\$_____
0018	Convert/develop additional course content for the ELN (not to exceed 300 pages of training materials; 50% straight text broken into modules– of that, 50% with voice-over; 25% interactive (50% with voice-over); and 25% with some level of multimedia blended).	1	EA	\$_____	\$_____
0019	Provide administration support for the ELN once established and during the transition and hand-off to the Corps. (estimated 6 months).	6	MO	\$_____	\$_____
0020	Participate in three In Progress Reviews during the period of performance to be scheduled with the Corps team during development of the work plan.	3	EA	\$_____	\$_____
0021	Provide monthly progress reports and participate in their review with Corps team members (10 virtual; 2 in person).	12	EA	\$_____	\$_____
0022	Provide project management for managing the work of the contractor team, ensuring satisfactory work progress, assuring and controlling quality and communicating with the Corps team lead.	12	MO	\$_____	\$_____
0023	Contractor administrative costs associated with the ELN project.	12	MO	\$_____	\$_____
0024	Travel (per JTR) for approximately 10 trips, including locations such as Vicksburg, Mississippi; Huntsville, Alabama, and Washington DC.	10	Trip s	\$_____	\$_____

0025	Supplies associated with accomplishment of the scope of services.	1	Cost	\$_____	\$_____
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Option Year 1

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0026	Develop detailed work plan to include a meeting with the Corps team, addressing lessons learned to date, sequencing and scheduling tasks for the year and documenting the plan.	1	EA	\$_____	\$_____
0027	Provide Help Support during the hand-off of the ELN to the Corps for its management and administration. Respond to calls during normal work hours by those personnel trained in the use and administration of the ELN. Retain records of the calls received and provide them to the Corps on a monthly basis.	12	MO	\$_____	\$_____
0028	Provide Enhanced Learning Network administration as Corps continues to transition to in-house administration.	12	MO	\$_____	\$_____
0029	Convert/develop additional course content for the ELN (not to exceed 300 pages of training materials; 50% straight text broken into modules– of that, 50% with voice-over; 25% interactive (50% with voice-over); and 25% with some level of multimedia blended).	1	EA	\$_____	\$_____
0005	Provide Communication technical advice to the Corps in best practices for engaging the workforce and management in the use of the ELN, aligning training to building organizational competencies and managing and administering the ELN. Advice will include assistance in developing key ELN communications’.	12	MO	\$_____	\$_____
0030	Provide one training session for Corps personnel (20) in the use and administration of the ELN. Training will take place in Huntsville, Alabama at the Corps Professional Development Support Center.	1	EA	\$_____	\$_____
0031	Participate in three feedback review meetings during the period of performance to discuss lessons learned, share feedback regarding the use of the ELN, and recommend follow-up actions.	3	EA	\$_____	\$_____
0032	Provide monthly progress reports and participate in their review (virtually) with Corps team members.	12	MO	\$_____	\$_____
0033	Provide project management for managing the work of the contractor team, ensuring satisfactory work progress, assuring and controlling quality and communicating with the Corps team lead.	12	MO	\$_____	\$_____
	Option Year 1 TOTAL				\$_____

Option Year 2

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0034	Develop detailed work plan to include a meeting with the Corps team, addressing lessons learned to date, sequencing and scheduling tasks for the year and documenting the plan.	1	EA	\$_____	\$_____
0035	Provide Help Support to the Corps as it manages and administers the ELN. Respond to calls during normal work hours by those personnel trained in the use and administration of the ELN. Retain records of the calls received and provide them to the Government representative on a monthly basis.	12	MO	\$_____	\$_____
0036	Provide Enhanced Learning Network administration support as Corps gains experience administering the ELN.	12	MO	\$_____	\$_____
0037	Convert/develop additional course content for the ELN (not to exceed 300 pages of training materials; 50% straight text broken into modules– of that, 50% with voice-over; 25% interactive (50% with voice-over); and 25% with some level of multimedia blended).	1	EA	\$_____	\$_____
0038	Provide Communication technical advice to the Corps in best practices for aligning training to building organizational competencies, for measuring return on investment and performance, and for effective management and administration of the ELN. Advice will include assistance in developing key ELN communiqués.	12	MO	\$_____	\$_____
0039	Provide one training session for Corps personnel (20) in the use and administration of the ELN. Training will take place in Huntsville, Alabama at the Corps Professional Development Support Center.	1	EA	\$_____	\$_____
0040	Participate in three feedback review meetings during the period of performance to discuss lessons learned, share feedback regarding the use of the ELN, and recommend follow-up actions.	3	EA	\$_____	\$_____
0041	Provide monthly progress reports and participate in their review (virtual) with Corps team members.	12	MO	\$_____	\$_____
0042	Provide project management for managing the work of the contractor team, ensuring satisfactory work progress, assuring and controlling quality and communicating with the Corps team lead.	12	MO	\$_____	\$_____
	Option Year 2 TOTAL				\$_____

SOW

**STATEMENT OF WORK (SOW)
ENHANCED LEARNING NETWORK (ELN)
INSTALLATION, CONFIGURATION, TESTING, AND IMPLEMENTATION**

1. **Purpose.** The US Army Corps of Engineers (Corps) is implementing a corporate learning management system by enhancing the existing Learning Network (<http://usaceln.org>) using the Oracle-based software application, iLearning (hereafter referred to as the Enhanced Learning Network). The ELN provides the capability Corpwide for delivery of learning just in time for Corps users, while building organizational as well as individual competencies by aligning training to organizational goals. The ELN will be behind the Corps security firewall and hosted at the Corps' Information Technology Laboratory (ITL) in Vicksburg, Mississippi.

The purpose of this SOW is to present requested contracted services for the following key tasks:

- A system assessment for acquiring the detail needed to set up the Enhanced Learning Network.
- Detailed work plan for the work described in this SOW.
- iLearning installation at ITL in Vicksburg.
- The interim use (for up to 3 months) of a staging server provided by the contractor for content development while hardware is being procured by ITL.
- ELN configuration, including single sign-on capability and development of standards and guidelines.
- Content template development for a variety of content on the ELN
- Proof of Concept including development, systems testing, and testing by a cross-section of Corps of Engineers users
- Establishing registration and tuition payment capability
- Linking the ELN to pertinent Corps and Army systems
- Migration of content/databases from the Corps' Virtual Campus and the Learning Network to the ELN.
- Training of Corps personnel in the administrative use of the Enhanced Learning Network.
- Provision of iLearning online tutorials
- Transitioning the ELN to the Corps, while providing initial Help and administrative support.
- Assistance in content development for iLearning delivery
- In Progress Reviews and monthly reports

2. **Vision.** The vision for the ELN is enhanced organizational performance (1) by providing Corps' team members easy, one-stop access to learning resources from their desktops and (2) by giving them the ability to manage the execution of their training plans linked to the Mission Essential Task List (METL). Learning resources include classroom and online courses, Communities of Practice, regulations and policies, educational partners, technical, business and leadership information, career information, job aids, manuals and other resources needed for personnel to perform their jobs. The ELN puts learning in the hands of the individual. Specifically, the goal for online training classes is that courses be readily available to team members to take at their own pace. Further, courses need to be easily updated and delivered in a cost effective manner, keeping tuition low. In addition to other courses that lend themselves to online delivery, the Corps intends to place the sustainment training for the Project Management Business Process (PMBP) and P2 (the Corps' project management automated information system) online. This training will be linked to the P2 User Guide, an online resource developed using *RoboHelp*.

3. **Outcomes and Requirements.**

The key outcomes for determining ELN success:

- The ELN meets corporate, regional and local users' learning needs, both online and classroom.
- The ELN assists individual and supervisory management of employee growth and the development of organizational competency through management of Individual Development Plans aligned to the organization's capability, goals, and mission-related task assessment.
- The ELN provides for tracking, assessing and monitoring training and return on investment by linking learning to roles, tasks, conditions and standards in a way that facilitates performance measurement.

The expected outcome of the work described in this SOW is to have the Enhanced Learning Network stood up as the Corps' corporate learning management system meeting the requirements described in the following table:

a. Migrate existing components in the Corps for learning management (e.g., Virtual Campus and Learning Network)	b. Interface (inbound and outbound with compatible user profiles) with the training and personnel records systems, which are ATMP & MODERN.
c. Provide keyword search capability for all reference and courseware content.	d. Provide for tracking of number of times a module is accessed by students.
e. Allow for manager auditing of student progress by providing standard reports.	f. Support multiple types of medium (e.g., PowerPoint; WORD; video, graphics, charts, screen prints)
g. Develop and create Courseware Templates and Standards – with ability to split/modify existing courses and format into modules that are approximately 20 minutes in length; with further ability to break modules into 1-5 minute units.	h. Facilitate ease of use by trained in-house Corps resources for developing content, updating content and placing it online.
i. Capable of adapting and adding courseware to meet the dynamic and changing needs identified by the field.	j. Provide for single sign-on capability.
k. Provide for ease of use by users (students) and managers.	L. Available to all USACE employees on demand (concurrent users estimated at up to 1000 at any one time).
m. Link to Nine Systems, an instructor-led distance learning delivery method used by USACE.	n. ADA Section 508 Compliance.
o. SCORM compliance.	P. Web-based and compatible with Cold Fusion, HTML, and Perl used by the Corps' PMBP Portal.
q. Provide a scalable solution that allows multiple, discrete sites on a single instance of the application.	r. Serve as a single platform for all learning activities that is standards-based and reliable.
s. Provides for Corps online registration, tuition payment, non-tuition, and guest (non-Corps) log-in.	t. User has capability to track training plans (schedules and course enrollment) with automatic reminders and notices of updated course content..
u. Ability to issue and manage tests and test results and for users to print course completion certificates.	v. Ability to measure the effectiveness of training by capturing feedback through evaluations and polling.
w. Interface with Oracle Tutor so that changes made in Tutor documents (e.g., PMBP Business Processes, Navigation Documents, or P2 User Guide) will cascade to the web-based module training content.	x. Has capability to automatically highlight or flag changes in curriculum, alerting the student of the need to go back and revisit training materials.
y. Provide capability to establish multiple roles and responsibilities for users (e.g., student; content providers/instructors; course managers for assessing course effectiveness; supervisors accessing employee progress; regional/local training coordinators across the Regional Business Centers). Establish user types and permissions.	z. Gives ability for user to go back to where they left off in the self-paced course and to refer to materials repeatedly if desired. Ability to print job aids/manuals that will assist in reinforcing application of course materials.
aa. Supports either live or canned curriculum; instructor-led classroom, instructor-led web conference, and self-paced learning.	bb. Chat room/discussion forum capability while taking courses.

4. Enhanced Learning Network Content. The Enhanced Learning Network will make available a variety of learning resources including courses, documents, and job aids. Courses will be a mix of tuition and non-tuition, online and classroom. The types of content typical of what would be expected in developing learning resources on the Enhanced Learning Network include:

- Functional design documents in WORD format for business processes with screen shots of automated information systems navigation
- Existing hands-on P2 training materials in PowerPoint format; Tutor; Captivate with screen shots, process flow charts, steps and text. Some content will involve voice-over and interactive media
- Content from PMBP curriculum disks involving multimedia graphics, videos, narration and web links.
- Content from the Learning Network, including a variety of materials in WORD and PowerPoint format and URL links.
- Content from the Corps of Engineers Virtual Campus, including classroom instruction catalog, and two existing online courses.
- Selected existing classroom course materials that lend themselves to online delivery (content currently primarily in PowerPoint format). Courses will range from managerial, technical, and required administrative and will largely have a role-based focus.

Online courses will be organized in short training modules with testing and certificate capability. Some would use blended multimedia - i.e., video, graphics, interactive, etc., depending upon the course content. Registration for both online and classroom classes would be managed via a calendar capability that provides for individual scheduling of course events and reminders of upcoming scheduled learning events.

5. Scope of Services/Deliverables. The work to be accomplished under this Statement of Work (SOW) is described in the following. The scheduling and sequencing of the tasks within the period of performance will be identified as part of the detailed work plan.

a. **Kick-off meeting.** A one-day kick-off meeting will be held at the Corps of Engineers Headquarters in Washington D.C. The meeting will include introductions and developing outline of assessment, work plan, and schedule. Corps team members and key members of the contractor staff will attend. Results of the meeting will be documented in a memorandum mutually prepared by the Contractor and the Government in electronic format.

b. **Systems Assessment.** The contractor, through coordination with Corps personnel, will conduct a systems assessment for setting up the Enhanced Learning Network per requirements established in paragraph 3, identifying optimum ways to achieve the installation, configuration and the required interfaces and migrations. Assessment will include:

- Business processes
- Application and technologies and tools
- Baselines and expected improvements
- User expectations, Corporate organizational and local specific needs
- User roles, skills and competency evaluation
- Approaches for installation, configuration, and required interfaces and links

c. **Work Plan.** Working with the Corps team, the contractor will develop a detailed work plan for accomplishment of the tasks within this SOW. Plan will include a practical road map for success, documenting the results of the assessment in 5b and the sequencing and scheduling of each of the tasks described for implementing the ELN, its initial testing, curriculum content, and its use by Corps personnel. The work plan will be provided to the Corps in electronic format by the Contractor no later than 45 days after issuance of this contract.

d. **Installation of iLearning.** The contractor will install iLearning at the Corps of Engineers' web farm in Vicksburg, Mississippi working with ITL personnel to set up a staging/content server and a production system. iLearning software and hardware will be provided by the Government. Hardware specifics are as follows:

- Staging System/Proof of Concept Configuration: Sun Fire V240 Server; 2 CPUs @ 1.5 GHz, 4GB Memory, 2X 73GB internal disks, SAN Storage
- Production System

- Application Server: (1 X V890, 4 CPUs @ 1.35GHz, 16GB Memory, 6 X 146GB Internal Disks, SAN Storage)
- Content Server (1 X V490, 2 CPUs @ 1.35 GHz, 8 GB Memory, 2 X 146GB internal disks, SAN Storage)
- Database Server (1 X V490, 4 CPUs @ 1.35GHz, 16GB Memory, 2 X 146GB internal disks, Internal Storage)
- Additional V890 extra Processor (2) Board

e. Provision of an Interim Staging/Content Development Server. The contractor will provide a staging/hosting server for content development for a period of three months while the Corps hardware is being acquired and configured. After such time the content will be moved to the Corps production server at ITL. While the interim server need not be a full-blown iLearning server, it does need to be a compatible server configured to facilitate ease of transfer of any content developed to the ELN server environment at ITL. For the interim server, no interfaces to Corps systems are required.

f. Configuration. The contractor will configure the ELN per the requirements as described in paragraphs 3 and 4, establishing standards and rules of operation, and content and to be detailed in the work plan. The ELN will retain the look and feel of the existing Learning Network. The ELN configuration will provide for single sign-on capability and for role-based training for the Project Management Business Process (PMBP) curriculum, and be set up in a way that provides a hierarchy of training—corporate (1 Headquarters), regional (9 divisions) and local (41 districts & centers)—allowing, in addition to Headquarters, the option for regions and local offices to administer and tailor training materials to meet specific needs. All business process training will be done in Tutor to facilitate cascading updates to training materials. Consider up to 1000 concurrent users at any one time in an organization of 35000.

g. Content template and Course Standards Development. In development of content templates, the contractor will provide for the curriculum content types on the ELN as described in paragraph 4. All templates will be developed according to guidelines and standard identified during configuration and must be SCORM and ADA compliant—appearing seamless to the Corp of Engineers. The contractor will work with the Corps to develop an Introduction to the ELN that facilitates its use by Corps personnel.

h. Proof of Concept. The proof of concept, including both technology proof involving regression, load testing and balancing the USACE network capacity and through put; and user effectiveness proof, involving courseware and framework effectiveness evaluation using a pilot user population within the Corps. Proof of concept will use P2 (the Corps project management automated information system) training course materials for the Civil Works Budget (36 page functional document placed in Captivate with supporting instructor video). Pilot will simulate the simultaneous use of the system by 200 Corps employees and will entail a quality assurance assessment of the Enhanced Learning Network. Load testing will involve a security assessment software program (Exacta) provided by the Corps of Engineers. Consultant services are available at no cost to the contractor to assist in running the software program.

The pilot will involve a cross-section of Corps employees taking the course from a variety of locations and will include provision of user feedback and follow-on system adjustments by the contractor as needed.

Following the proof of concept, the contractor will convert the content to production and availability to the Corps at large and will provide associated Help support during the duration of this contract.

The material used for the proof of concept is already developed and will be provided to the contractor in Captivate with supporting video for use in the iLearning tool Training duration is up to 2 hours divided into 15-20 minute modules with testing and certification.

The results of the proof of concept will be documented by the contractor and provided to the Government in electronic format.

i. Communication and mentoring. The contractor will provide technical advice to the Corps in best practices for introducing the organization to iLearning, initiating successful use; aligning competency development

to training; establishing mentoring programs; providing career guidance support; and managing and administering the ELN. Advice will be both verbal and written and will include assistance in development of key communiqués and planning for a mentoring program to facilitate user success with online training management and use of online delivery methods.

j. **Online registration and tuition payment.** Using e-Commerce, the contractor will configure the ELN to allow for online registration and tuition payment. This will require mapping and establishing interfaces with the Corps financial management systems (CEFMS) and personnel systems (including MODERN (Modern Defense Personnel Data System) and the Automated Training Management Program (ATMP). Details of these interfaces will be identified during the discovery assessment described in task b. Some custom programming will be required.

NOTE: The primary users of the ELN will be Corps of Engineers. Given that the ELN will be behind the Corps security firewall, the contractor will advise the Corps in the best way to make courses available to outside clients who would be occasional users of the ELN.

k. **Establishment of links to other learning resources.** The contractor will establish links within the Enhanced Learning Network to other Corps of Engineers learning resources, including the PMBP Portal, the P2 user guide, an online resource developed using *RoboHelp*, Nine Systems training resources, and non-Corps learning resources, including Army e-learning and other e-Gov initiatives web-sites which provide access to training courses and materials.

l. **Migration of content from existing Corps learning web-sites.** The contractor will migrate all existing content from the Corps' Virtual Campus and the existing Learning Network (<http://usaceln.org>), to the Enhanced Learning Network. Content from the Virtual Campus consists of 8-10 online courses in PowerPoint and multimedia format and a catalog of PROSPECT classroom course offerings. Content from the existing Learning Network consists of numerous URL links, a variety of WORD and PowerPoint documents, the Project Management Business Process Curriculum files (videos, graphics, text files) and the Training Aids for Dam Safety materials (video and text files) – all contained in the Workforce Connections database which is the open source software tool used for the existing Learning Network. The Government will arrange for the transfer of files from the current contractor of the existing Learning Network to the contractor for the Enhanced Learning Network.

m. **Training.** The contractor will train a cadre of about 40 Corps of Engineers personnel to use and administer the ELN. The goal is for the Corps to develop the capability to create, edit, and place content on the Enhanced Learning Network; manage registration and tuition payments; and track and measure performance. This training would occur in two sessions. Both would be in the mode of "train the trainer". Session one would involve training those who will be managing and administering the Enhanced Learning Network. The second session will involve training Corps personnel at the regional and local level for use of ELN to enable them to tailor training materials to meet needs at the field level. Training will be provided in a hands-on classroom environment and will include, but not be limited to, how to set up and administer the training plans, how to create, add, remove, edit content; how to pull reports; test and provide certificates.

n. **Online tutorials.** The contractor will develop two tutorials for placement on the Enhanced Learning Network. One will address adding and editing content to the ELN and placing it on the ELN. The other will address the basics of administering the ELN.

o. **Help Support.** The contractor will provide Help support to the Corps team during the hand-off of the ELN to the Corps for its management and administration. This support will start once the ELN is stood up (estimated to be a period of 6 months) with options for future years. Support will include calls during normal work days by those personnel trained in paragraph m. above in the use and administration of the ELN. The contractor will keep records of the calls received and provide them to the Government representative on a monthly basis.

p. **Content Development and Conversion.** In addition to the content described in the above paragraphs, the contractor will provide support to the in the conversion/development of additional course content for the Enhanced Learning Network (not to exceed 300 pages of training materials; 50% straight text broken into

modules— of that, 50% with voice-over; 25% interactive (50% with voice-over); and 25% with some level of multimedia blended).

q. Enhanced Learning Network Administration. The contractor will provide administration of the Enhanced Learning Network once established and during the transition and hand-off to the Corps' for administration. The estimated number of months requiring this service for the contract period of performance is 6 months and will include quarterly maintenance and courseware updates.

r. In Progress Reviews (IPRs). The contractor will participate in three IPRs during the period of performance. The IPRs will be scheduled in coordination with the Corps team during development of the work plan. A written follow-up memorandum will be provided to the Government after each IPR.

s. Monthly Progress Reviews. The contractor will provide monthly progress reports to the Government during the period of performance and make her/himself available for a phone discussion with the Government regarding progress. Included in those discussions will be identification and documentation of any unforeseen issues that affect schedule and/or the scope of services addressed in this SOW.

t. Travel. The contractor will be expected to participate in a kick-off meeting and three IPRs. These will be located at the Corps Headquarters in Washington DC. In addition, monthly team meetings will be scheduled. Most of these (estimated 10 meetings) will be virtual. One trip to Vicksburg, Mississippi will be required to install iLearning at the Corps Information Technology Laboratory. The two training sessions discussed in this SOW will occur at Huntsville, Alabama at the Corps of Engineers Professional Development Support Center. This SOW includes two additional trips – one to HQs and one to ITL – as may be necessary during the course of accomplishing the services described in this SOW.

6. Period of Performance. The period of performance for the work described in this SOW is one year from the issuance of this task order.

7. Option Years. Following the first year of performance, the Government has the option to extend the period of performance each year for up to 2 additional years. The total contract period shall be 36 months if the Government awards all optional items. Work included in each option year includes:

a. Work Plan. The contractor will meet with the Government to develop a detailed work plan for the period of performance. Plan will include addressing lessons learned to date, and the sequencing and scheduling of tasks covered in the Option Year Scope of Services (paragraph 7).

b. Help Support. The contractor will provide Help support to the Corps team for the management and administration of the Enhanced Learning Network. Support will include calls during normal work days by those personnel trained in the use and administration of the ELN. The contractor will keep records of the calls received and provide them to the Government representative on a monthly basis.

c. Enhanced Learning Network Administration. The contractor will provide administration of the Enhanced Learning Network as may be needed as the Corps continues their transition to administering the site using in-house resources.

d. Content Development and Conversion. The contractor will provide support to the Corps of Engineers in the conversion/development of additional course content for the Enhanced Learning Network (not to exceed 300 pages of training materials; 50% straight text broken into modules— of that, 50% with voice-over; 25% interactive (50% with voice-over); and 25% with some level of multimedia blended).

e. Communication. The contractor will provide technical advice to the Corps in best practices for engaging the workforce and management in the use of the ELN. Specific areas of advice include marketing the ELN internally in the Corps, aligning competency development to training; establishing mentoring programs; providing career guidance support; and managing and administering the ELN. Advice will include assistance in development of key communications and planning to facilitate user success with online training management and use of online delivery methods.

f. **Training.** The contractor will provide one training session for Corps personnel (20) in the use and administration of the ELN. The goal is for the Corps to continue to develop and enhance in-house capability to create, edit, and place content on the Enhanced Learning Network; manage registration and tuition payments; and track and measure performance.

g. **Feedback Reviews.** The contractor will participate in three review meetings during the period of performance to discuss lessons learned, share feedback regarding use of the learning network, and recommend follow-up actions. These reviews will be scheduled in coordination with the Corps team during development of the work plan.

h. **Monthly Progress Reviews.** The contractor will provide monthly progress reports to the Government during the period of performance and make her/himself available for a phone discussion with the Government regarding progress. Included in those discussions will be identification of any unforeseen issues that affect schedule and/or the scope of services addressed in this SOW.

i. **Travel.** The contractor will participate in a work plan development meeting, review meetings, a coordination meeting at ITL in Vicksburg, and a training session at Huntsville, Alabama during the period of services covered by this SOW.

8. **Government Furnished Resources.** The following is provided by the Government as a part of this contract:

- Virtual Campus and Learning Network content and database files
- **Exacta** Software and consultant assistance for system and security testing of the proof of concept.
- CW budget training materials provided in Captivate and supporting video to be used for the Proof of Concept
- Set of Project Management Business Process curriculum disks.
- Variety of training materials for placement on the Enhanced Learning Network (per paragraph 4 of the SOW)
- iLearning software
- All hardware required for the staging/content and production servers for iLearning. Hosting of the hardware and maintenance thereof will be the responsibility of ITL in Vicksburg, Mississippi.
- Facilities for conduct of the required training sessions..
- Other learning resources as determined.

All resources developed as part of this SOW will be the property of the United States Government. All resources furnished will be returned to the Government at completion of the contract unless otherwise specified under the terms of this contract.

CLAUSES INCORPORATED BY REFERENCE

52.212-1

Instructions to Offerors--Commercial Items

JAN 2005

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end

product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	? Listed Countries of Origin:
?	?
?	?
?	?

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non-U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)